



**File No.10/38/2016-NCLAT**

Government of India  
Ministry of Corporate Affairs  
**NATIONAL COMPANY LAW APPELLATE TRIBUNAL**  
3<sup>rd</sup> Floor, Pt. Deen Dayal Antyodaya Bhawan, Lodhi Road, CGO Complex, New Delhi-110003

**Dated 4<sup>th</sup> October, 2017**

**NOTICE INVITING TENDER (NIT)**

The National Company Law Appellate Tribunal (NCLAT) invites sealed tenders from reputed and experienced firms/companies for **“Supply of fresh and cut flowers in flower vases in the Chambers of Senior Officers and supply of potted plants in the office premises of National Company Law Appellate Tribunal”** as per following details:-

Sl. No.	Description of works	Rate (each pot/potted plant)
1.	Supply of fresh/cut flowers in flower vases on daily basis (working day only)	
2.	Supply of potted plants (including maintenance, upkeep and watering of these plants on daily basis).	

**Last date & Time for Submission of bids: 25.10.2017 at 5.00 PM**

**Date/Time for opening of Bids: 26.10.2017 at 03.00 PM**

At any time prior to the deadline for submission of bids, the Competent Authority may, for any reason(s), whether on its own initiative or in response to a clarification requested by a prospective bidder, modify the tender notice by amendment. Such amendments shall form an integral part of the tender notice and it shall amount to an amendment of the relevant clause of the tender notice.

The prospective bidders are required to keep a watch on the website of the National Company Law Appellate Tribunal ([www.nclat.nic.in](http://www.nclat.nic.in)), Ministry of Corporate Affairs ([www.mca.gov.in](http://www.mca.gov.in)) and Government e-Publishing System ([eprocure.gov.in](http://eprocure.gov.in)) for any amendment to the tender notice or to the clarification to the queries raised by the bidder(s).



The Competent Authority reserves the right to reject the bids if they are submitted without taking into account these amendments/clarifications.

In order to allow the prospective bidders reasonable time in which to take the amendment into account in preparing the bids, the Competent Authority may at its discretion, extend the date for the submission of the bids.

**The bids shall be submitted along with a crossed Demand Draft of a value of Rs.30,000/- (Rupees Thirty thousand only) towards the Earnest Money Deposit (EMD), drawn in favour of the "Pay & Accounts Officer, Ministry of Corporate Affairs, New Delhi".** The bids received without EMD or bids incomplete in any manner would be summarily rejected.

The EMD of the unsuccessful bidders would be returned after the finalization of the tender process. However, in the case of the successful bidder, the EMD would be returned only after the bidder deposits necessary Performance Security with this Tribunal.

**The successful bidder is required to deposit an amount equivalent to 10% of the contract value as Performance Security by way of FDR of any Nationalized Bank, drawn in favour of the "Pay & Accounts Officer, Ministry of Corporate Affairs, New Delhi", within three working days from the date of acceptance of the bid.** The Performance Security shall have to be kept valid upto two months after the expiry of the contract period and the extended period, whenever such extension is granted.

The successful bidder shall undertake the job within five days from the date of award of the contract.

On acceptance of the bid, the name and the contact details of the accredited representative(s) of the contractor who would be responsible for taking instructions from NCLAT shall be communicated to the NCLAT.

All rates should be quoted in the proper form as mentioned in the (Notice Inviting Tender (NIT) and the terms and conditions annexed thereto.

The bids shall remain valid for acceptance for a period of three months from the date of opening of the bids.

It will be obligatory on the part of the bidder to sign the bid documents on each page.

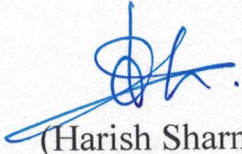


Failure to provide the service(s) as per the terms and conditions specified in the NIT, the Competent Authority shall, without prejudice to its other remedies under the Contract, deduct from the contract price, as penalty, a sum equivalent to 0.25% per day or part thereof, subject to a maximum of 10% of the contract value, until the personnel are provided to the satisfaction of the Competent Authority in the NCLAT. Once the maximum is reached, the Competent Authority may consider termination of the Contract pursuant to Clause 22 of the Terms and Conditions annexed to the tender notice.

The bids will be opened in the presence of the representatives of the bidders, if any. **Requests for postponement will not be entertained.** The Competent Authority reserves the right to accept / reject any or all bids either in part or in full without assigning any reasons thereof.

The vender are hereby informed that the bids to be super scribed **“Bid for supply of fresh flowers and potted plants in NCLAT”** and sent by post/speed post/registered post or submitted at the Reception Counter. The bids shall be addressed to the **“Deputy Registrar, National Company Law Appellate Tribunal, 3<sup>rd</sup> Floor, Pt. Deen Dayal Antyodaya Bhawan, Lodhi Road, CGO Complex, New Delhi-110003.”**

The detailed terms and conditions are enclosed herewith.

  
(Harish Sharma)  
Accounts Officer



**TERMS AND CONDITIONS**

- (1) The parties to the contract are the successful bidder (hereinafter referred to as “the contractor”) and the National Company Law Appellate Tribunal (hereinafter referred to as “NCLAT”), represented by the Registrar (Competent Authority) or any other officer designated by the Registrar (Competent Authority).
- (2) Minimum three years’ experience in providing the services of flowers/ flowers pots / potted flowers in the Central or the State Government Departments/Offices, PSUs and large Private Companies. Work Experience Certificate for the past three years giving the details of the Department, Office etc., including the number of Security personnel supplied to each unit and the value of contract along with documentary proof shall be provided.
- (3) The firm/company should be registered with relevant authorities (Registration with Service Tax, PAN No. etc.). Self-attested copy of registration to be enclosed.
- (4) The annual turnover of the firm/company should not be less than ₹10 Lakh per annum. Documentary evidence including name of the bankers and copies of the IT Returns for the last three years are to be enclosed.
- (5) The bidders should sign and stamp each page of the bid document for acceptance of all the terms and conditions and the same should be enclosed along with the technical bid.
- (6) The person signing the bid or any other document(s) forming part of the bid on behalf of a firm/company or proprietorship shall be deemed to have authority to sign and bind such firm/company or proprietorship, as the case may be, in matters pertaining to the contract. If on enquiry it is found that the person concerned has no such authority, the Competent Authority in the NCLAT may without prejudice to other remedies like civil, criminal etc., terminate the contract and hold the signatory liable for all the cost and damages incurred by the NCLAT.
- (7) The contractor(s) shall not delegate, transfer or assign the contract or any part thereof without the prior written approval of the NCLAT. In the event of the contractors contravening this condition, the NCLAT is entitled to terminate the contract and recover any loss or damage which the NCLAT may sustain in the event of NCLAT entering into a new contract.



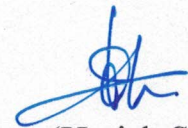
- (8) Bids must be clearly written or typed. Any interpolation or over writing should be duly attested.
- (9) All persons deployed by the contractor(s) shall be engaged by them/him as their/his own employees in all respects and the responsibilities/ obligations under the Contract Labour (Regulation & Abolition) Act, 1970; the Factories Act, 1948; the Workmen's Compensation Act, 1923; the Employees' Provident Fund and Miscellaneous Provisions Act, 1952; the Minimum Wages Act, 1948 and other applicable statutory enactments shall be that of the contractor. The contractor shall indemnify the NCLAT against all claims whatsoever in respect of the said personnel under the aforesaid Acts or any other statutory provisions or the like in respect of any damage, penalty, compensation, interest, fines payable consequent to any accident or injury sustained by any worker of the Contractor during the period of the contract.
- (10) The contract shall remain in force for all purpose for a period of one year extendable on mutual consent of both the parties for a further period of one or more year on the same terms & conditions or with such modifications as mutually agreed to. But the Competent Authority reserves the right to terminate the contract at any time during its currency without assigning any reason thereof by giving thirty days' notice in writing to the contractor(s) at their last known place of residence/ business and the contractors shall not be entitled to any compensation by reason of such termination. The action of the Competent Authority under this clause shall be final and binding on the contractors and shall not be called in question.
- (11) The contractor shall be responsible to supply adequate and sufficient personnel under the contract in accordance with the instructions issued by the NCLAT. The contractor shall not however, be entitled to claim any charges, resulting in the entrustment of the work to another party. The decision of the Competent Authority in the NCLAT shall be final and binding on the contractor.
- (12) In the event of termination of the contract for any damages/expenses suffered or incurred by the NCLAT due to the contractor's negligence and/or the personnel deployed by him or breach of any terms thereof or their failure to carry out the work as per the contract, the Competent Authority in the NCLAT shall have the right to forfeit the entire or part of the amount of performance security submitted by the contractor.



- (13) The decision of the Competent Authority, NCLAT in respect of such damages, losses, charges, costs, or expenses shall be final and binding on the contractor.
- (14) Whenever the security deposit falls short of the specified amount the contractor shall make good the deficit so that the total amount of security deposit, shall not at any time be less than the specified amount.
- (15) No advance payment or part payments would be made. The payment for a particular month will be made in the following month after submission of the bills by the contractor. The details of the bank account including NEFT shall be provided for the purpose of processing the final bill.
- (16) The contract shall be governed by the laws in force in India, as amended from time to time.
- (17) The contractor shall carry out the terms of the contract and shall abide by all instructions issued to him/them from time to time by the Competent Authority. They shall render the services to the satisfaction of the Competent Authority in NCLAT, or any other officer entrusted with the task by the Competent Authority.
- (18) The contractor shall be responsible for the good conduct of their employees and the Competent Authority in the NCLAT shall have the right to ask the removal of any employee of the contractor from the premises of NCLAT, who in its opinion is not performing the duties satisfactorily or causing disruption in the smooth functioning of the office. In any such event, the contractor shall provide immediate replacement, without fail.
- (19) The florist will look after the maintenance of the flower arrangements daily as the case may be on all working days on regular basis. The fresh cut flowers will be replaced daily in the rooms as per the list given by the NCLAT.
- (20) The flower arrangements will include seasonal flowers as desired by the NCLAT from the varieties of flowers like Gladiola, Tulip, Red Rose, Orchid, Lily and Gerbera, Anthurium Cube, Rose and Camation Orchid Cock's comb (Celosia) Salvia etc. The cut flower shall be of good quality and replacement will be made before 9:00 AM on each working day.
- (21) A random check will be conducted to inspect the freshness, quality and quantity or otherwise of the flower arrangement. The decision of the NCLAT in this regard will be binding on the contract holder.



- (22) **Termination for Default.** The Competent Authority may, without prejudice to any other remedy for breach of contract, by written notice, terminate the contract in whole or part in the following circumstances:
- (i) If the successful bidder fails to provide the necessary service under the contract to the satisfaction of the Competent Authority.
  - (ii) If the successful bidder fails to perform any other obligation(s) under the contract.
  - (iii) If the successful bidder, in the judgment of the Competent Authority, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- (23) **Corrupt and fraudulent practices:** The Bidders/contractors under this contract shall observe the highest standard of ethics during the execution of the contract. They shall not indulge in any 'Corrupt practice' of offering, giving, receiving or soliciting anything of value to influence the action of a public official in the execution of the contract. They shall not adopt any 'Fraudulent practice' like misrepresentation of any fact(s) in order to influence the tender process or the execution of the contract to the detriment of the Department, which includes any collusive practice among the Bidders (prior to or after bid submission) so as to deprive the Department of the benefits of free and open competition.
- (24) The Competent Authority would reject a proposal for award of work if it is found that the bidder recommended for award of the contract has engaged in corrupt or fraudulent practices in competing for the contract in question.
- (25) Dispute(s), if any, would be subject to jurisdiction of NCT of Delhi.



(Harish Sharma)  
Accounts Officer